

CHICAGO AND



TRANSPORTATION COMPANY

No. 6-041A047

Date FEB 10 1986

Fee \$ 10.00

ICC Washington, D.C.

CORPORATE COMMUNICATIONS AND SECRETARY

DIRECT DIAL NUMBER

February 3, 1986 312/559-6158

File No.: A-12353

A-397

RECORDATION NO. 14434-2 Filed 1425

FEB 10 1986 - 1 20 PM

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Lease of Railroad Equipment dated as of December 10, 1982 between North Western Leasing Company and Chicago and North Western Transportation Company and Security Agreement between North Western Leasing Company and Kellogg Citizens National Bank of Green Bay, both dated September 28, 1984, assigned Recordation No. 14434 and 14434A, respectively.

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Reconstruction Agreement of equipment dated as of February 1, 1986, covering the substitution of the locomotive identified in Column 3 of Schedule A-1 attached to the Agreement with the Released Locomotive.

The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, Lessee, One North Western Center, Chicago, IL 60606,
2. North Western Leasing Company, One North Western Center, Chicago, Illinois 60606
3. Kellogg Citizens National Bank of Green Bay, 200 North Adams, Green Bay, Wisconsin 54305.

Enclosed is our check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data.

Sincerely,

*Lisa Fanelli*

Lisa Fanelli

Assistant Secretary

Enclosure

cc: G. R. Charles  
R. F. Guenther  
R. L. Johnson

D. E. Stockham, Attn: P. J. Brod  
M. R. Jeske  
Arthur Anderson & Co.  
ATTN: Paul Keglevic

csd2/5(F-52)

ONE NORTH WESTERN CENTER / CHICAGO, ILLINOIS 60606

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

2/10/86

**OFFICE OF THE SECRETARY**

Lisa Fanelli  
Assistant Secretary  
Chicago & North Western Transp. Co.  
One North Western Center  
Chicago, Illinois 60606

Dear Ms. Fanelli:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/10/86 at 1:20pm and assigned recordation number(s). 14434-D

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 14434-2  
Filed 1428

FEB 10 1986 .1 20 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT #2  
To  
EQUIPMENT LEASE  
Dated as of September 28, 1984  
Between  
Chicago and North Western Transportation Company  
And  
North Western Leasing Company  
And To  
SECURITY AGREEMENT  
Dated as of September 28, 1984  
Between  
North Western Leasing Company  
and  
Kellogg Citizens National Bank of Green Bay

THIS AMENDMENT #2 is dated as of the first day of February, 1986 and is among Chicago and North Western Transportation Company, North Western Leasing Company and Kellogg Citizens National Bank of Green Bay (those capitalized terms not defined herein shall have the meanings ascribed to them in the above-referenced Equipment Lease as amended by Amendment #1 thereto December 20, 1984 (the "Lease") and Security Agreement as amended by Amendment #1 thereto December 20, 1984 (the "Security Agreement").

WHEREAS, the Lessee and the Lessor entered into the Lease, pursuant to the Finance Agreement dated as of September 15, 1984 among the Lessee, the Lessor, and the Secured Party which Lease was secured with collateral consisting of, among other Equipment, the railroad locomotive identified in Column 1 of Schedule A-2 (the "Released Locomotive") attached hereto and made a part hereof;

WHEREAS, the interests of the Lessor in the Lease were transferred to the Secured Party under the Security Agreement; and

WHEREAS, the Lessor wishes to substitute under the Lease the locomotive identified in Column 3 of Schedule A-1 (the "Substituted Locomotive") in place of the Released Locomotive and the Secured Party agrees to such substitution;

NOW THEREFORE, in consideration of the Lease and the amounts to be paid thereunder and the mutual covenants therein and herein set forth, the parties hereto agree as follows:

1. It is hereby agreed that the Released Locomotive is deleted from Schedule A-1 to the Lease and Security Agreement and the Substituted Locomotive is hereby added to Schedule A-1 to the Lease and Security Agreement as units of Equipment under and subject to the Lease and Security Agreement and upon filing of

this Amendment #2 with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303, such Locomotive shall be deemed to have been leased and secured under the Lease and the Security Agreement.

2. The Secured Party hereby releases to the Lessee, effective upon the Secured Party's obtaining a first priority security interest in the Substitute Locomotive under Lease and Security Agreement, its security interest in the Released Locomotive and, if requested by the Lessee and at the Lessee's expense, agrees to execute and deliver to the Lessee or the Lessee's vendee or nominee, a release for the Released Locomotive or portion thereof and such other documents as may be necessary or appropriate to make clear upon the public records the release of the security interest of the Secured Party in the Released Locomotive.

3. All other terms and conditions of the Lease and Security Agreement shall remain in full force and effect unmodified hereby.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment #2 as of the date first above written.

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

[Corporate Seal]

By   
Vice President - Finance

Attest:

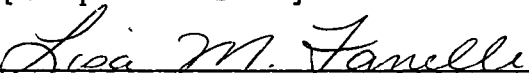
  
Assistant Secretary

NORTH WESTERN LEASING COMPANY

Attest:

[Corporate Seal]

By   
Vice President

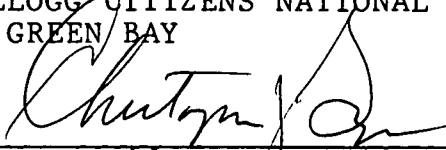


KELLOGG CITIZENS NATIONAL BANK  
of GREEN BAY

Attest:

[Corporate Seal]

  
Assistant Secretary Asst. Vice President

  
Vice President

STATE OF ILLINOIS, )  
 )  
COUNTY OF COOK, ) SS:

On this 15th day of January 1986, before me personally appeared T. A. TINGBEE, to me Personally known who, being by me duly sworn, says that he is Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marcia L. Bovento  
Notary Public

[Notarial Seal]

My Commission expires: Sept 12, 1987

STATE OF ILLINOIS, )  
 )  
COUNTY OF COOK, ) SS:

On this 15th day of January 1986, before me personally appeared T. A. TINGBEE, to me personally know, who, being by me duly sworn says that he is a Vice President of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

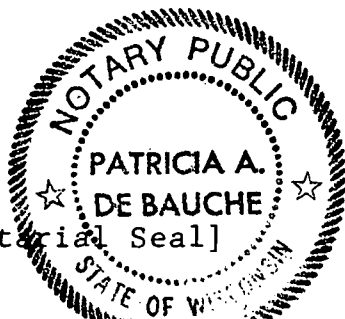
Marcia L. Bovento  
Notary Public

[Notarial Seal]

My Commission Expires: Sept 12, 1987

STATE OF Wisconsin )  
COUNTY OF Brown ) SS:

On this 20<sup>th</sup> day of January 1986, before me personally appeared Christopher J. Baugh, to me personally known who, being by me duly sworn, says that he is Vice President of KELLOGG CITIZENS NATIONAL BANK OF GREEN BAY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Notarial Seal]

My Commission expires:

Patricia A. DeBauche  
Notary Public

**PATRICIA A. DEBAUCHE, Notary Public**  
My Commission Expires August 10, 1986

FA-578.21

SCHEDULE A-2  
 TO  
 AMENDMENT #2  
 To  
 EQUIPMENT LEASE  
 Dated as of September 28, 1984  
 Between  
 Chicago and North Western Transportation Company  
 And  
 North Western Leasing Company  
 And To  
 SECURITY AGREEMENT  
 Dated as of September 28, 1984  
 Between  
 North Western Leasing Company  
 and  
 Kellogg Citizens National Bank of Green Bay

Column 1	Column 2	Column 3	Column 4
<u>Railroad System No. of Locomotive to be Replaced</u>	<u>Casualty Value</u>	<u>Railroad System No. of Substitute Locomotive</u>	<u>Substitute Locomotive Purchase Price</u>
CNW 424	\$19,250	CNW 423	\$20,000